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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

OSULA G. GREKOV,
Plaintiff,

v.

AMSHER COLLECTIONS
SERVICES INC., and MAURY
COBB, ATTORNEY AT LAW,
LLC,
Defendants.

Case No. 2:22-cv-07828

COMPLAINT FOR DAMAGES

- 1. VIOLATION OF THE FAIR
DEBT COLLECTION
PRACTICES ACT, 15 U.S.C.
§1692 ET SEQ.**
- 2. VIOLATION OF THE
ROSENTHAL FAIR DEBT
COLLECTION PRACTICES
ACT, CAL. CIV. CODE §1788
ET SEQ.**

JURY TRIAL DEMANDED

COMPLAINT

NOW COMES Osula G. Grekov (“Plaintiff”), by and through her undersigned attorneys, complaining as to the conduct of AmSher Collections Services (“AmSher”), and Maury Cobb, Attorney at Law, LLC (“Maury Cobb”) (collectively, “Defendants”) as follows:

1 mail, credit reporting, and telephone from consumers across the country, including
2 consumers in the State of California. AmSher's principal place of business is located
3 at 4524 Southlake Pkwy #15, Hoover, Alabama 35244.
4

5 7. Maury Cobb are attorney debt collectors who engage in collecting or
6 attempting to collect, directly or indirectly, defaulted debts owed or due using the
7 mail, credit reporting, and telephone from consumers across the country, including
8 consumers in the State of California. Maury Cobb's principal place of business is
9 located at 600 Beacon Parkway West, Suite 300B, Birmingham, Alabama 35209.
10
11

12 **FACTS SUPPORTING CAUSE OF ACTION**

13 8. In or around October 2022, Plaintiff discovered that AmSher reported to her
14 credit files a debt, originally owned by Charter Communications LLC ("Charter"), in
15 the amount of \$120 ("alleged debt").
16

17 9. Unaware of what this debt was related to, Plaintiff reached out to AmSher to
18 inquire what the debt was for. AmSher then redirected Plaintiff to Maury Cobb who
19 told Plaintiff it was for failure to return cable equipment to Charter. However,
20 Plaintiff returned all equipment to Charter on April 5, 2021.
21

22 10. Plaintiff expressed to Maury that she does not owe any debt and returned all
23 of her equipment back to Charter when she cancelled her service.
24

25 11. Maury Cobb disregarded Plaintiff's claims that she does not owe the debt and
26 demanded payment immediately for the alleged debt.
27
28

1 12. Plaintiff then contacted Charter to ask if there was any unpaid bill that was
2 sent to collections. A representative for Charter told Plaintiff that her account was
3 closed in April and that she properly returned her equipment back to Charter on April
4 5, 2021. The representative further stated that her last bill was paid on April 23, 2022.

5 13. Moreover, Plaintiff was told by a Charter representative that there was never
6 an unpaid bill sent to collections on its behalf and that her account was closed without
7 any outstanding debts.
8

9 14. Despite explaining to AmSher and Maury Cobb that she does not owe the
10 debt, they were unhelpful in trying to help Plaintiff resolve the issue. At no time did
11 Plaintiff owe the alleged debts to Defendant or any of its predecessors.
12

13 15. Concerned about the violations of his rights, Plaintiff was forced to seek the
14 assistance of counsel to file this action to prevent Defendant from further deception
15 in the future, thus incurring costs and expenses.
16

17 **DAMAGES**

18 16. Defendant's wanton and malicious conduct has severely impacted Plaintiff's
19 daily life and general well-being.
20

21 17. Plaintiff has expended time and incurred costs consulting with his attorney as
22 a result of Defendant's unfair, deceptive, and misleading actions.
23

24 18. Specifically, in October 2022, Plaintiff was denied a home loan due to
25 Defendant's inaccurate and fraudulent reporting of the alleged debt on each of
26 Plaintiff's credit files.
27
28

1 19. Moreover, Plaintiff and her daughter were forced to pay out of pocket expenses
2 to live out of a hotel due to Defendants inaccurate and fraudulent credit reporting.

3
4 20. Plaintiff was unduly inconvenienced and harassed by Defendant's unlawful
5 attempts to collect the alleged debt.

6 21. Defendant's harassment campaign and illegal collection activities have caused
7 Plaintiff actual harm, including but not limited to, out of pocket expenses, invasion
8 of privacy, nuisance, wasting Plaintiff's time, increased risk of future identity theft,
9 harassment, depression, emotional distress, anxiety, and loss of concentration.
10

11
12 **COUNT I - VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**
13 **(AGAINST AMSHER)**

14 22. Plaintiff restates and realleges paragraphs 1 through 21 as though fully set forth
15 herein.

16
17 23. Plaintiff is a "consumer" as defined by FDCPA §1692a(3).

18 24. The alleged debts are "debt[s]" as defined by FDCPA §1692a(5) as it arises
19 out of a transaction due or asserted to be owed or due to another for personal, family,
20 or household purposes.
21

22 25. Defendant is a "debt collector" as defined by §1692a(6) because its primary
23 business is the collection of delinquent debts and it regularly collects debts and uses
24 the mail, the telephones, and credit reporting to collect defaulted accounts allegedly
25 owed to a third party.
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1 26. Moreover, Defendant is a “debt collector” because it acquired rights to the
2 alleged debt after it was allegedly in default. 15 U.S.C. §1692a(6).

3
4 27. Defendant used collection letters and credit reporting to attempt to collect the
5 alleged debt and, as such, engaged in “communications” as defined in FDCPA
6 §1692a(2).

7
8 28. Defendant violated 15 U.S.C. §1692e, e(2), e(8), e(10) and f through its
9 unlawful debt collection practices.

10 **a. Violations of FDCPA § 1692e**

11
12 29. Pursuant to 15 U.S.C. §1692e of the FDCPA, a debt collector is prohibited
13 from making “any false, deceptive, or misleading representation” in connection with
14 the collection of any debt.

15
16 30. Defendant violated §1692e and e(2) when it falsely misrepresented the
17 character, amount, or legal status of the alleged debt. Defendant falsely attempted to
18 collect the alleged debt from Plaintiff despite Plaintiff not owing the alleged debt.

19
20 31. Defendant violated §1692e(8) by communicating false and inaccurate credit
21 reporting information regarding the alleged debt to Plaintiff. Defendant knew or
22 should have known that the subject debt was paid in full and that Plaintiff no longer
23 owed the alleged debt.

24
25 32. Moreover, Defendant violated §1692e(8) by failing to notate to the credit
26 reporting agency, that the alleged debt was paid in full by Plaintiff. Plaintiff
27 communicated to Defendant that she does not owe the alleged debt, yet Defendant
28

1 failed to notate the subject debt as disputed and paid to one or more credit reporting
2 agencies, including Equifax and TransUnion.

3
4 33. Defendant violated §1692 e(10) by using false, deceptive, and misleading
5 representation in connection to collection of the alleged debt. In order to secure
6 payments of the alleged debt, Defendant falsely misrepresented Plaintiff's legal
7 obligation to pay alleged debt despite Plaintiff not owning the alleged debt and
8 having no legal obligation to pay.

9
10 34. As an experienced debt collector, Defendant knew or should have known the
11 ramifications of using deceptive and misleading means to attempt to collect debt not
12 owed.

13
14 **b. Violations of FDCPA § 1692f**

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16 35. Defendant violated §1692f when it used unfair and unconscionable means to
17 collect the alleged debt from Plaintiff personally. The alleged debt was not owed at
18 the time Defendant demanded payment, but Defendant demanded Plaintiff make a
19 payment on alleged debt even though Charter confirmed Plaintiff did not owe
20 anything and was in good standing at the time of her cancellation.

21
22 36. Defendant violated §1692f(1) because Plaintiff was not responsible for the
23 alleged debt as it was paid in full. Plaintiff was confused as to why the Defendant
24 would be collecting on a debt that was paid in full.
25
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1 37. As an experienced debt collector, Defendant knew or should have known the
2 ramifications of collecting on a debt not owed at the time it made demands for
3 payment.
4

5 38. As pled above, Plaintiff was harmed by Defendant's conduct.

6 39. Upon information and belief, Defendant has no system in place to document,
7 archive, and cease collection of debts not owed.
8

9 **WHEREFORE**, Plaintiff, OSULA G. GREKOV, respectfully requests that
10 this Honorable Court:

- 11 a. Declare that the practices complained of herein are unlawful and violate
12 the aforementioned statute;
- 13 b. Award Plaintiff actual damages, in an amount to be determined at trial,
14 for the underlying FDCPA violations, pursuant to 15 U.S.C. §1692k;
- 15 c. Award Plaintiff statutory damages of \$1,000.00 for the underlying
16 FDCPA violations, pursuant to 15 U.S.C. §1692k;
- 17 d. Award Plaintiff punitive damages, in an amount to be determined at
18 trial, for the underlying FDCPA violations, pursuant to 15 U.S.C.
19 §1692k;
- 20 e. Award Plaintiff costs and reasonable attorney's fees as provided under
21 15 U.S.C. § 1692k; and
- 22 f. Award any other relief as this Honorable Court deems just and
23 appropriate.
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COUNT II - VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
(AGAINST MAURY COBB)

40. Plaintiff restates and realleges paragraphs 1 through 39 as though fully set forth herein.

41. Plaintiff is a “consumer” as defined by FDCPA §1692a(3).

42. The alleged debt is a “debt[s]” as defined by FDCPA §1692a(5) as it arises out of a transaction due or asserted to be owed or due to another for personal, family, or household purposes.

43. Defendant is a “debt collector” as defined by §1692a(6) because its primary business is the collection of delinquent debts and it regularly collects debts and uses the mail, the telephones, and credit reporting to collect defaulted accounts allegedly owed to a third party.

44. Moreover, Defendant is a “debt collector” because it acquired rights to the alleged debt after it was allegedly in default. 15 U.S.C. §1692a(6).

45. Defendant used collection letters and credit reporting to attempt to collect the alleged debt and, as such, engaged in “communications” as defined in FDCPA §1692a(2).

46. Defendant violated 15 U.S.C. §1692e, e(2), e(10), f, and f(1) through its unlawful debt collection practices.

a. Violations of FDCPA § 1692e

47. Pursuant to 15 U.S.C. §1692e of the FDCPA, a debt collector is prohibited from making “any false, deceptive, or misleading representation” in connection with the collection of any debt.

48. Defendant violated §1692e(2) when it falsely misrepresented the character, amount, or legal status of the alleged debt. Defendant falsely attempted to collect the alleged debt from Plaintiff despite Plaintiff not owing the alleged debt.

49. Defendant violated §1692 e(10) by using false, deceptive, and misleading representation in connection to collection of the subject debt. In order to secure payments of the alleged debt, Defendant falsely misrepresented Plaintiff’s legal obligation to pay the alleged debt despite Plaintiff not owning the debt and having no legal obligation to pay.

50. As an experienced debt collector, Defendant knew or should have known the ramifications of using deceptive and misleading means to attempt to collect a debt not owed.

b. Violations of FDCPA § 1692f

51. Defendant violated §1692f when it used unfair and unconscionable means to collect the alleged debt from Plaintiff personally. The alleged debt were not owed at the time Defendant demanded payment, but Defendant demanded Plaintiff make a payment on the alleged debt even though Charter confirmed Plaintiff did not owe anything and was in good standing at the time of her cancelation.

52. Defendant violated §1692f(1) when it attempted to collect the alleged debt despite Plaintiff not owing the alleged debt. The alleged debt was neither authorized by operation of law nor by the agreement creating the alleged debt.

53. As an experienced debt collector, Defendant knew or should have known the ramifications of collecting on a debt not owed at the time it made demands for payment.

WHEREFORE, Plaintiff, OSULA G. GREKOV, respectfully requests that this Honorable Court:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. Award Plaintiff actual damages, in an amount to be determined at trial, for the underlying FDCPA violations, pursuant to 15 U.S.C. §1692k;
- c. Award Plaintiff statutory damages of \$1,000.00 for the underlying FDCPA violations, pursuant to 15 U.S.C. §1692k;
- d. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FDCPA violations, pursuant to 15 U.S.C. §1692k;
- e. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. § 1692k; and
- f. Award any other relief as this Honorable Court deems just and appropriate.

**COUNT III - VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION
PRACTICES ACT**
(AGAINST AMSHER)

54. Plaintiff restates and realleges paragraphs 1 through 53 as though fully set forth herein.

1 55. Plaintiff is a “person” as defined by Cal. Civ. Code §1788.2(g).

2 56. The alleged debt is a “debt” and “consumer debt” as defined by Cal. Civ. Code
3 § 1788.2(d) and (f).
4

5 57. Defendant is a “debt collector” as defined by Cal. Civ. Code §1788.2(c).

6 **a. Violations of RFDCPA §1788.17**
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8 58. The RFDCPA, pursuant to Cal. Civ. Code § 1788.17 states that
9 “Notwithstanding any other provision of this title, every debt collector collecting or
10 attempting to collect a consumer debt shall comply with the provisions of Section
11 1692b to 1692j, inclusive of, and shall be subject to the remedies in Section 1692k
12 of, Title 15 of the United States Code.”
13

14 59. As outlined above, through its conduct in attempting to collection upon the
15 alleged debt, Defendant violated 1788.17; and 15 U.S.C. §§1692e, e(2), e(10) and f
16 of the FDCPA. Therefore, Defendant engaged in noncompliant conduct in its
17 attempts to collect debts not owed from Plaintiff, in violation of the RFDCPA.
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19

20 60. Defendant willfully and knowingly violated the RFDCPA through its unlawful
21 collection efforts. Defendants’ willful and knowing violations of the RFDCPA
22 should trigger this Honorable Court’s ability to award Plaintiff statutory damages of
23 up to \$1,000.00, as provided under Cal. Civ. Code § 1788.30(b).
24

25 61. As alleged above, Plaintiff was harmed by Defendant’s misrepresentations in
26 connection with the collection of the alleged debt not owed by Plaintiff.
27
28

1 **WHEREFORE**, Plaintiff, OSULA G. GREKOV, respectfully requests that
2 this Honorable Court:

- 3 a. Declare that the practices complained of herein are unlawful and violate
4 the aforementioned statute;
- 5 b. Award Plaintiff actual damages, in an amount to be determined at trial,
6 for the underlying RFDCPA violations, pursuant to 15 U.S.C. §1692k;
- 7 c. Award Plaintiff statutory damages of \$1,000.00 for the underlying
8 RFDCPA violations;
- 9 d. Award Plaintiff punitive damages, in an amount to be determined at
10 trial, for the underlying RFDCPA violations;
- 11 e. Award Plaintiff costs and reasonable attorney's fees; and
- 12 f. Award any other relief as this Honorable Court deems just and proper.

13
14 **COUNT III - VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION**
15 **PRACTICES ACT**
16 (AGAINST MAURY COBB)

17 62. Plaintiff restates and realleges paragraphs 1 through 61 as though fully set forth
18 herein.

19 63. Plaintiff is a "person" as defined by Cal. Civ. Code §1788.2(g).

20 64. The alleged debt is a "debt" and "consumer debt" as defined by Cal. Civ. Code
21 § 1788.2(d) and (f).

22 65. Defendant is a "debt collector" as defined by Cal. Civ. Code §1788.2(c).

23 **a. Violations of RFDCPA §1788.17**

24
25 66. The RFDCPA, pursuant to Cal. Civ. Code § 1788.17 states that
26 "Notwithstanding any other provision of this title, every debt collector collecting or
27
28

1 attempting to collect a consumer debt shall comply with the provisions of Section
2 1692b to 1692j, inclusive of, and shall be subject to the remedies in Section 1692k
3 of, Title 15 of the United States Code.”
4

5 67. As outlined above, through its conduct in attempting to collection upon the
6 subject debt, Defendant violated 1788.17; and 15 U.S.C. §§1692e, e(2), e(10) and f
7 of the FDCPA. Therefore, Defendant engaged in noncompliant conduct in its
8 attempts to collect debts not owed from Plaintiff, in violation of the RFDCPA.
9

10 68. Defendant willfully and knowingly violated the RFDCPA through its unlawful
11 collection efforts. Defendants’ willful and knowing violations of the RFDCPA
12 should trigger this Honorable Court’s ability to award Plaintiff statutory damages of
13 up to \$1,000.00, as provided under Cal. Civ. Code § 1788.30(b).
14

15
16 69. As alleged above, Plaintiff was harmed by Defendant’s misrepresentations in
17 connection with the collection of the alleged debt not owed by Plaintiff.
18

19 **WHEREFORE**, Plaintiff, OSULA G. GREKOV, respectfully requests that
20 this Honorable Court:

- 21 a. Declare that the practices complained of herein are unlawful and violate
22 the aforementioned statute;
- 23 b. Award Plaintiff actual damages, in an amount to be determined at trial,
24 for the underlying RFDCPA violations, pursuant to 15 U.S.C. §1692k;
- 25 c. Award Plaintiff statutory damages of \$1,000.00 for the underlying
26 RFDCPA violations;
- 27 d. Award Plaintiff punitive damages, in an amount to be determined at
28 trial, for the underlying RFDCPA violations;

- 1 e. Award Plaintiff costs and reasonable attorney's fees; and
2 f. Award any other relief as this Honorable Court deems just and proper.
3

4 **Plaintiff demands trial by jury.**
5
6

7 Date: October 27, 2022

Respectfully submitted,

9 **Osula G. Grekov**

10 By: /s/ Alexander J. Taylor
11

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